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17a. CONTRACTOR/	OFFEROR CODE 999	9999999 FACIL	ITY CODE		18a. PAYMENT WILL BE MADE BY CODE									
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25. ACCOUNTING A	ND APPROPRIATION DATA							1 1	26.	TOTAL AWAR	D AMOUN	T (For Go	ovt. Use Only)	
X 27a. SOLICITATION	ON INCORPORATES BY REFE	RENCE FAR 52.212	2-1, 52.212-4. F	AR 52.212-3 AN	D 52.212-	5 ARE A	TTACHED. A	ADDEND	A	X ARE	ARE NOT	ATTACH	ED	
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	ND CONDITIONS SPECIFIED F	HEREIN.		1 =			CEPTED AS							
30a. SIGNATURE OF	OFFEROR/CONTRACTOR			3	11a. UNITE	DSIAI	ES OF AMER	RICA (SIG	SNATURE OF	CONTRACTI	NG OFFICE	=R)		
30b. NAME AND TITI	LE OF SIGNER (TYPE OR PR	INT)	30c. DATE S	IGNED 3	1b. NAME	OF CON	NTRACTING	OFFICE	R (TYPE OR F	RINT)	3	1c. DATE	SIGNED	
300. DATE STORED 3													09/19/2006	
					Chyrel L McPherson 202-305-7284									
32a. QUANTITY IN COLUMN 21 HAS BEEN 33						33. SHIP NUMBER				34. VOUCHER NUMBER			NT VERIFIED	
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32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE 32c. DATE 38				8. S/R AC			LAKHA		CHER NUMBE	R 4	0. PAID E	SY.		
42						IVED BY								
41a. I CERTIFY THIS	ACCOUNT IS CORRECT AND	PROPER FOR PAY	YMENT											
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42						42b. RECEIVED AT (Location)								
				4	2c. DATE	REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

Terms

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

Item No. SUPPLIES OR SERVICES Quantity U/M UNIT PRICE AMOUNT IN US\$ PR Number Del.Date

00001 BAA0046 1,036 EA 5000019321

ALUM-ROUND-.250"X12',6061-T6,QQ-A-225/8

IN ACCORDNACE WITH QQ-A-200/9, ASTM-B-211

MATERIAL IS TO BE SECURED TO A PALLET TO AVOID ANY

SCRATCHES OR DENTS TO MATERIAL DURING SHIPING

MATERIAL SHOULD BE ON A PALLET, NOT TO EXCEED 4,000 POUNDS PER SKID. THE MATERIAL SHOULD BE COVERED WITH A TARP OR CARDBORAD TO PROTECT IT FROM THE WEATHER.

00002 SHA0015 84 EA 5000019321

SHEET, ALUM, 090"X48"X96", 5052-H32

ALUMINUM SHEET IN ACCORDANCE WITH QQ-A-250/8.

DIMENSIONS ARE:090" X 48" X 96".ALLOY OF MATERIAL

IS 5052-H32.MATERIAL SHOULD BE PACKAGED AND SECURED

TO A PALLET TO PROTECT FROM ANY DAMAGES THAT MAY

INCUR DURING SHIPMENT.

MATERIAL SHOULD BE ON A PALLET, NOT TO EXCEED 4,000 POUNDS PER SKID. THE MATERIAL SHOULD BE COVERED WITH A TARP OR CARDBORAD TO PROTECT IT FROM THE WEATHER.

00003 SHA0018 230 EA 5000019321

SHEET, ALUM, 190"X48"X96", 5052-H32

ALUMINUM SHEET IN ACCORDANCE WITH QQ-A-250/8.

DIMENSIONS ARE:190" X 48" X 96".ALLOY OF MATERIAL

IS 5052-H32.MATERIAL SHOULD BE PACKAGED AND SECURED

TO A PALLET TO PROTECT FROM ANY DAMAGES THAT MAY

INCUR DURING SHIPMENT.

MATERIAL SHOULD BE ON A PALLET, NOT TO EXCEED 4,000 POUNDS PER SKID. THE MATERIAL SHOULD BE COVERED WITH A TARP OR CARDBORAD TO PROTECT IT FROM THE WEATHER.

00004 SHA0021 1,330 EA 5000019321

SHEET, ALUM, 48"X96"X125, 5052-H32

ALUMINUM SHEET, ALLOY IS 5052-H32, MATERIAL TO BE IN ACCORDANCE

WITH QQ-A-250/8. DIMENSIONS ARE 48" WIDE BY 96" LONG BY .125"

THICK. MATERIAL TO BE PACKAGED IN A FASHION THAT WILL HELP

AVOID ANY DAMAGES THAT MAY INCUR DURING SHIPMENT.

MATERIAL SHOULD BE ON A PALLET, NOT TO EXCEED 4,000 POUNDS PER SKID. THE MATERIAL SHOULD BE COVERED WITH A TARP OR CARDBORAD TO PROTECT IT FROM THE WEATHER.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

Item No. SUPPLIES OR SERVICES Quantity U/M UNIT PRICE AMOUNT IN US\$ PR Number Del.Date

00005 SHA0062 224 EA 5000019321

SHEET, ALUM, .080X48"X144", 5052-H32

ALUMINUM, SHEET, 48" WIDE, 144" LONG, .080"THICK.ALLOY IS 5052-H32

MATERIAL SHOULD BE IN ACCORDANCE WITH QQ-A225/8 AND ASTM-B209

MATERIAL SHOULD BE SECURED TO PALLET TO INSURE THAT NO DAMAGE

OCCURS DURING SHIPPING.

MATERIAL SHOULD BE ON A PALLET, NOT TO EXCEED 4,000 POUNDS PER SKID. THE MATERIAL SHOULD BE COVERED WITH A TARP OR CARDBORAD TO PROTECT IT FROM THE WEATHER.

00006 SHS0399 133 EA 5000019321

8GA, 48"X144"SHEET, CRCQ, ASTM-A606

DIMENSIONS ARE 48"X144"X8GA-CRCQ, A606

MATERIAL IS TO BE SECURED TO A PALLET TO AVOID ANY

SCRATCHES OR DENTS TO MATREIAL DURING SHIPING

MATERIAL SHOULD BE ON A PALLET, NOT TO EXCEED 4,000 POUNDS PER SKID. THE MATERIAL SHOULD BE COVERED WITH A TARP OR CARDBORAD TO PROTECT IT FROM THE WEATHER.

00007 TUA0009 792 EA 5000019321

TUBE, SQ, ALUM, 1.5"X.125WALL, 20'L6063-T52

IN ACCORDNACE WITH QQ-A-200/9

DIMENSIONS ARE 1.5"X1.5"X.125WALLX20'LONG

MATERIAL IS TO BE SECURED TO A PALLET TO AVOID ANY

SCRATCHES OR DENTS TO MATERIAL DURING SHIPING

MATERIAL SHOULD BE ON A PALLET, NOT TO EXCEED 4,000 POUNDS PER SKID. THE MATERIAL SHOULD BE COVERED WITH A TARP OR CARDBORAD TO PROTECT IT FROM THE WEATHER.

Delivery Information:

Federal Correctional Institution Federal Prison Industries UNICOR Pekin 2600 South Second Street Pekin, IL 61554

Delivery shall be no later than fourteen (14) calendar days after receipt of delivery order. The period of performance for this contract will be from date of award through one (1) year.

Delivery hours are 8:00 a.m. to 2:00 p.m., Monday through Friday, notwithstanding emergencies and Federal Holidays. NOTE: Material should be on a pallet, not to exceed 4,000 pound per skid. The material should be covered with a tarp or cardboard to protect it from weather.

The Government contemplates award of a Firm-Fixed contract.

The provisions/clauses are incorporated by reference.

52.204-4 Printed or Copied Doubled-Sided on Recycled Paper (Aug 2000)

52.204-7 Central Contractor Registration (Oct 2003)

52.247-34 F.O. B. Destination (Nov 1991)

52.212-2 -- Evaluation -- Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance 50%, Price and Specifications/Technical are equal to 50%. When combined are equal to 100%.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Mar 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

- (a) Definitions. As used in this provision:
- .Emerging small business.means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
- .Forced or indentured child labor. means all work or service
- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- .Service-disabled veteran-owned small business concern.
- (1) Means a small business concern
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- .Small business concern.means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- .Veteran-owned small business concern. means a small business concern
- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or more veterans.
- .Women-owned business concern.means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- .Women-owned small business concern. means a small business concern --
- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offerors relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.]
- (3) Taxpayer Identification Number (TIN).
- [] TIN:_____.
- [] TIN has been applied for.
- [] TIN is not required because:
- [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- [] Offeror is an agency or instrumentality of a foreign government;

] Offeror is an agency or instrumentality of the Federal Government;
4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent:
Name and TIN of common parent:
TameCIN
(c) Offerors must complete the following representations when the resulting contract is to be performed in the United
States or its outlying areas. Check all that apply.
1) Small business concern. The offeror represents as part of its offer that it is, is not a small business
concern.
(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern
n paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a
reteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a
reteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its
offer that it is, is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern
n paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is
not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern
n paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small
business concern.
Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition Extreshold.
(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned
ousiness concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The
offeror represents that it [] is, a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may
dentify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror
or first-tier subcontractors) amount to more than 50 percent of the contract price:
If first the subcontractors, amount to more than 50 percent of the contract price.
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry
Categories under the Small Business Competitiveness Demonstration Program.
(i) The offeror represents as part of its offer that it is, is not an emerging small business.
(ii) Offeror represents as follows:
(A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the
solicitation is expressed in terms of number of employees); or
(B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of
Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).
(Check one of the following):
Number of Employees Average Annual Gross Revenues
or fewer \$1 million or less

51-100 \$1,000,001-\$2 million
101-250 \$2,000,001-\$3.5 million
251-500 \$3,500,001-\$5 million
501-750 \$5,000,001-\$10 million
751-1,000\$10,000,001-\$17 million
Over 1,000 Over \$17 million
(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for
Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation
ProgramDisadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
(i) General. The offeror represents that either
(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and
identified, on the date of this representation, as a certified small disadvantaged business concern in the database
maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and
control has occurred since its certification, and, where the concern is owned by one or more individuals claiming
disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000
after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); or
(B) Ithas, has not submitted a completed application to the Small Business Administration or a Private Certifier
to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on
that application is pending, and that no material change in disadvantaged ownership and control has occurred since its
application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror
represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f)
and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business
concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged
business concern that is participating in the joint venture:]
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in
paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that
(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of
Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in
ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the
Small Business Administration in accordance with 13 CFR part 126; and
(ii) It is, not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are
participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern
or concerns that are participating in the joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246(1) Previous contracts and compliance. The offeror represents that
(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause
of this solicitation; and
(ii) It has, has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It has developed and has on file, has not developed and does not have on file, at each establishment,
affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2),
Or (ii) It has not proviously had contrasts subject to the written affirmative action programs requirement of the
(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the
rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and
is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and
belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an
to initiating an officer of employee of any agency, a member of congress, an officer of employee of congress of an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin tohave been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms .component, .domestic end product, .end product, .foreign end product, and .United States are defined in the clause of this solicitation entitled .Buy American ActSupplies..

Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

- (3) The Government will evaluate offersin accordance with the policies and procedures of FAR Part 25.
- (g)
- (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause atFAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin tohave been mined, produced, or manufactured outside the United States. The terms .component, .domestic end product, .end product, .foreign end product, and .United States are defined in the clause of this solicitation entitled .Buy American ActFree Trade AgreementsIsraeli Trade Act.
- (ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled .Buy American ActFree Trade AgreementsIsraeli Trade Act.:

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products: LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled .Buy American ActFree Trade AgreementsIsraeli Trade Act.. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled .Buy American ActFree Trade AgreementsIsraeli Trade Act.:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act--Free Trade Agreements--Israeli Trade Act': Canadian or Israeli End Products:

Line Item No.: Country of Origin:

[List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled .Trade Agreements..
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.: Country of Origin:

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation. (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) __ Are, __ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) __ Have, __ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (3) __ Are, __ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
- (1) Listed End Product

Listed End Product Listed Countries of Origin:

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
 [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(i)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) webisite.
- 52.212-4 -- Contract Terms and Conditions -- Commercial Items (Sep 2005) PARAGRAPH (d) DISPUTES shall be deleted and replaced with .DISPUTES. THIS CONTRACT IS NOT SUBJECT TO THE CONTRCT DISPUTES ACTS OF 1978, AS AMENDED (41 U.S.C. 601-613
- 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Apr 2006)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) [Reserved]
- _X__ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
(8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).
(ii) Alternate I (Oct 2001) of 52.219-9.
(iii) Alternate II (Oct 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10
U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of 52.219-23.
(11) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Oct
1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(12) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000) (Pub. L.
103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
(14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
(15) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
(17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible
Veterans (Dec 2001) (38 U.S.C. 4212).
(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible
Veterans (Dec 2001) (38 U.S.C. 4212).
(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201)
(22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42)
U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
_X (23) 52.225-1, Buy American ActSupplies (June 2003)(41 U.S.C. 10a-10d).
(24) (i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (Apr 2006) (41 U.S.C. 10a-10d, 19
U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
(ii) Alternate I (Jan 2004) of 52.225-3.
(iii) Alternate II (Jan 2004) of 52.225-3.
(25) 52.225-5, Trade Agreements (Apr 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes
administered by the Office of Foreign Assets Control of the Department of the Treasury).
(27) [Reserved]
(28) [Reserved]
(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C.
2307(f)).
(30) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
X_ (31) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct. 2003)(31 U.S.C. 3332)
(32) 52.232-34, Payment by Electronic Funds TransferOther Than Central Contractor Registration (May 1999) (31
U.S.C. 3332).
(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
(34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
(35) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b)
and 10 U.S.C. 2631).
(ii) Alternate I (Apr 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

- 52.215-5 Facsimile Proposals. OCT 1997
- (a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: (202) 305-2091.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.
- JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985) Supplement: LCL APPR
- Steve Sellers, Factroy Manager (COTR), Federal Correctional Institution, Federal Prison Industries, Inc., 2600 South Second Street, Pekin, IL 61554, telephone number (309) 346-8588; is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- Any questions or problems regarding payment should be directed to the Business Manager at FCI Pekin. All invoices shall be forwarded to: Centralized Accounts Payable (CAP). Your invoice must reference the purchase delivery order number and a four letter plant code designation should be incorporated in the mailing address to: Centralized Accounts Payable (PKMT), P.O. Box 4000, Butner, NC 27509-4000.
- 52.216-18 Ordering. (OCT 1995)
- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one (1) year thereafter.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- 52.216-19 Order Limitations. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of BAA0046 148 each, SHA0015 84 each, SHA00018 230 each, SHA0021 1,330 each, SHA0062 224 each, SHS0399 931 each, TUA0009 792 each per order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
- (1) Any order for a single item in the amount of BAA0046 250 each, SHA0015 30 each, SHA0018 100 each, SHA0021 280 each, Sha0062 64 each, SHS0399 266 each, TUA0009 264 each per order;
- (2) Any order for a combination of items in excess of 1,255 each per order; or
- (3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [2] days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- 52.216-21 Requirements. (OCT 1995)
- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as .estimated. or .maximum. in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be

completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after fourteen (14) calendar days after expiration date of this contract.

ALL CONTRACTORS MUST BE REGISTERED IN THE CONTRACTOR PERFORMANCE SYSTEM (CPS). To register go to http://cps.od.nih.gov click on the hypertext .Registration for Existing Contracts. listed under the column labeled .Contractor Information,. read the information provided on the page and click the hypertext http://cpscontractor.nih.gov/, this will put you on the Login screen of the Contractor Performance System (CPS). On the right hand side of the screen you will see a question .Registered to the New CPS yet? Click here to start the process under the word .BULLETINS.. Click the word .here. which is in hypertext format. Enter the required information to register. If you have any questions you can contact CPS Support by E-Mail cps-support-I@list.nih.gov) or call Jo Ann, Paulette or Alex on (301) 451-2771.

FPI 999.999-9 BUSINESS MANAGEMENT QUESTIONNAIRE

INSTRUCTIONS: Offerors will identify previous federal, state, local government and private contracts, which they are currently performing on or have performed on and that are similar in scope to the requirement being evaluated. (List at least three (3) and no more than five (5) contracts for evaluation. References provided shall be for contracts performed within the past three (3) years. All references provided may or may not be used in the evaluation of the contractors performance.

List one reference per form. (Form may be duplicated)

NOTE: If you performed any contracts for UNICOR, list them first.

Reference #1:

Name, Address, Telephone number, email address and point of contact.

Contract Number:

Type of Contract:

Contract Dollar Value:

Description of supply or service provided:

RESPONSIBLE PROSPECTIVE CONTRACTORS

Supplement: LCL APPR

Per FAR subpart 9.1, the following data is required from prospective contractors to determine financial responsibility.

Name of Bank/Financial Institution:

Address:

Telephone Number:

Point of Contact:

NOTICE: This acquisition will be conducted through the reverse auctioning process with Global eProcure. All prospective offerors are to contact Ramanjit (Rinki Singh at (732) 382-6565 ext. 1034 or her e-mail address: rinki.singh@globaleprocure.com. Only those prospective offerors signed up and participate in this event will be considered for award. Each offeror will submit their pricing for this requirement through reverse auction with Global eProcure. The Contracting Officer has opted to conduct a competitive, anonymous, on-line reverse auction for this Request for Quote (RFQ). The Contracting Entity has retained Global eProcure for Global eProcure to conduct the auction for this quote. Global eProcure refers to its auction as a Web-based Bidding Event. To avoid confusion and the sake of consistency this solicitation will be Event MT758-06.

During the reverse auction, offerors will provide pricing through submission of electronic offers the Global eProcure website. Global eProcure will explain the process in detail and train all interested contractors participating in this acquisition prior to the reverse auction. Quoters will have the ability to submit revised pricing during the reverse auction in response to prices submitted by other quoters. The identity of quoters will not be revealed to each other during the reverse auction. The Contracting Officer reserves the right to suspend or cancel the reverse auction at any time. If the Contracting Officer cancels the reverse auction, instructions on how to submit pricing will be requested by an amendment to this quote. Notwithstanding FAR 52.212-5, Quoters will submit pricing only through the on-line mechanism supplied by Global eProcure. Quoters will not submit pricing via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer. The Contracting Officer reserves the right to award to other than the low-priced quoter or to make no award under the solicitation. Quoters should contact Ramanjit (Rinki) Singh at (732) 382-6565 ext. 1034 and/or e-mail at rinki.singh@globaleprocure with specific questions in preparation of the bidding event. The date of the PRACTICE bidding event will take place Thursday, October 5, 2006, 1:00 p.m. to 2:00 p.m., Eastern Standard Time. The Live bidding event will take place on Friday, October 6, 2006, 1:00 p.m. to 2:00 p.m., Eastern Standard Time. All Offers with the exception of pricing, which is to be conducted through the reverse auctioning process, must be received on or before Friday, October 6, 2006, 2:00 p.m., Eastern Standard Time.